



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 10, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

31 January 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FUNDING AGREEMENT
AND LEASE IMPLEMENTING APPROVED LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT FUNDING FOR FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA (IN
THE CITY OF SAN DIMAS), PECK ROAD PARK (IN THE UNINCORPORATED COUNTY AREA
ADJACENT TO ARCADIA), AND VARIOUS HIKING AND EQUESTRIAN TRAILS (LOCATED ON
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY)
FOR FISCAL YEAR 2011-12
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)**

SUBJECT

This action is needed to approve a lease between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park. This action will also allow the approval of a Funding Agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Los Angeles County Flood Control District to provide funds to preserve recreational features in the Frank G. Bonelli Regional Park and other lands contiguous to certain Los Angeles County Flood Control District facilities.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
COUNTY OF LOS ANGELES AND AS THE GOVERNING BODY OF THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT:**

1. Find the recommended actions are categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Find that the acquisition by the Los Angeles County Flood Control District of a leasehold interest in the Frank G. Bonelli Regional Park, contiguous to the Puddingstone Reservoir, is necessary to

preserve, enhance, and maintain recreational features on the park and the reservoir for the protection, preservation, and use of the scenic beauty and natural environment.

3. Instruct the Chairman to execute a lease on behalf of both the County of Los Angeles and the Los Angeles County Flood Control District, giving the Los Angeles County Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park through and including June 30, 2012.

4. Instruct the Chairman to execute a Funding Agreement on behalf of both the County of Los Angeles and the Los Angeles County Flood Control District, providing for the Los Angeles County Flood Control District to contribute funds to the maintenance and preservation of recreational features in the Frank G. Bonelli Regional Park, and other lands contiguous to certain Los Angeles County Flood Control District facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the lease (Bonelli Lease) between the Los Angeles County Flood Control District (LACFCD) and the County of Los Angeles (County), for the Frank G. Bonelli Regional Park (Park) is to allow the LACFCD to acquire an interest in that Park. The LACFCD'S acquisition of an interest in the Park is a necessary prerequisite, under the Los Angeles County Flood Control Act, for the LACFCD to contribute funds toward the preservation of recreational features in the Park.

The purpose of the Funding Agreement (Agreement) is to establish the terms and conditions for the LACFCD to contribute funds to preserve and maintain recreational features in the Park, the County's Peck Road Park, and various trails (located on LACFCD right of way) that are located on LACFCD facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The quality of life for residents in these communities is enhanced when sufficient monies are provided for the Department of Parks and Recreation to continue to maintain recreational features at these parks and maintain the hiking and equestrian trails.

FISCAL IMPACT/FINANCING

The total cost to the LACFCD is \$4,900,000 for Fiscal Year 2011-12.

The Agreement is based on County operation and maintenance of these parks and trails and for the LACFCD to reimburse the County's actual allowable costs incurred during the term of the Agreement and Bonelli Lease up to a maximum reimbursement of \$4,900,000. Sufficient funds to cover the LACFCD'S costs under this Agreement are available in the Fiscal Year 2010-11 LACFCD Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is the owner of certain real property, commonly known as the Frank G. Bonelli Regional Park and Recreation Area, in the City of San Dimas. The LACFCD is the owner of the Puddingstone Dam and Reservoir, which is located adjacent to the Park. Currently, under Puddingstone Lease No. 75733, the LACFCD continues to lease to the County the right to use the water surface of the reservoir for boating and recreational purposes.

Section 2, subsection 15, of the Los Angeles County Flood Control Act authorizes the LACFCD to preserve, enhance, and add recreational features to its properties and, upon a finding by your Board that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to the LACFCD properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands.

Through the enclosed Bonelli Lease, which your Board is being asked to approve, the LACFCD will acquire an interest in the Park through June 30, 2012, and thereby be authorized to fund recreational features at the Park during that period.

The Agreement sets for the terms and conditions under which the LACFCD will provide funding for the operation and maintenance of recreational features at Bonelli Park, Peck Road Park, which is already owned by the LACFCD, and for various riding and hiking trails located on the LACFCD right of way. Under prior Funding Agreement No. 77539, which expired on June 30, 2011, the LACFCD provided Fiscal Year 2010-11 funding to the Department of Parks and Recreation for these purposes. This Agreement continues the LACFCD funding to the Department of Parks and Recreation for Fiscal Year 2011-12.

It is the intention of the parties that the Bonelli Lease be renewed before the LACFCD reimburses the County for any actual costs incurred under the subject Agreement. The Agreement and Bonelli Lease provide that the County will indemnify the LACFCD from any liability as set forth in the Agreement and Bonelli Lease. County Counsel has reviewed and approved the Agreement and Bonelli Lease as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the California Environmental Quality Act (CEQA).

The proposed Bonelli Lease is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301, 15305, and 15325 of the CEQA Guidelines and Class 1, subsection (r), Class 5 and Class 25, of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The proposed Agreement is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1, subsections (c), (d), (f), (j), (r), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the above-referenced exemptions inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement and the Bonelli Lease are a continuation of prior Agreements. As such, current services will not be impacted.

CONCLUSION

Please return two adopted copies of this letter and two copies each of the executed Agreement and Bonelli Lease to the Department of Public Works, Flood Maintenance Division. Also, please forward one adopted copy of the letter and one copy each of the executed Agreement and Bonelli Lease to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:RL:ad

Enclosures

c: Auditor-Controller (Accounting Division – Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Department of Parks and Recreation
Executive Office

**FUNDING AGREEMENT REGARDING THE PRESERVATION OF
RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND
RECREATION AREA, PECK ROAD PARK, AND
VARIOUS HIKING AND EQUESTRIAN TRAILS
FOR FISCAL YEAR 2011-12**

THIS AGREEMENT is made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as LACFCD), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

WHEREAS, Section 2, subsection 15, of the Los Angeles County Flood Control Act empowers LACFCD to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to LACFCD properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the COUNTY by and through its DEPARTMENT OF PARKS AND RECREATION (hereinafter referred to as DEPARTMENT), currently operates and maintains the Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as BONELLI PARK), Peck Road Park, and the following hiking and equestrian trails:

Rio Hondo River Trail
Santa Anita Wash Trail
San Gabriel River Trail
Van Tassel Trail
San Jose Creek Trail
Walnut Creek Trail
Bonelli Regional Park Trail
Marshall Canyon Trail
Gould Canyon Trail
La Canada Open Space

all of which are hereinafter collectively referred to as "PARKS AND TRAILS;" and

WHEREAS, said PARKS AND TRAILS are either located on LACFCD property or on property adjacent to LACFCD property in which the LACFCD has acquired an interest; and

WHEREAS, in order to facilitate said LACFCD funding for the preservation of recreational features at BONELLI PARK, COUNTY and the LACFCD must execute a lease under which the LACFCD will acquire an interest in BONELLI PARK; and

WHEREAS, it is the intention of both of the parties hereto that the sole purpose of this AGREEMENT is to provide partial LACFCD funding, during the Fiscal Year 2011-12, and the mutual written approval of the Chief Engineer of LACFCD and Director of DEPARTMENT, or its designee, for the preservation of existing recreational features at said PARKS AND TRAILS, all as set forth herein.

NOW, THEREFORE, LACFCD and COUNTY, for and in consideration of the mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this AGREEMENT, LACFCD shall reimburse COUNTY for ACTUAL COSTS incurred during the term of this AGREEMENT for certain of the COUNTY'S operation and maintenance expenditures at said PARKS AND TRAILS. The total of all LACFCD reimbursements made pursuant to this AGREEMENT shall not exceed the sum of Four Million Nine Hundred Thousand and 00/100 Dollars (\$4,900,000.00).

In no event shall any provision of this AGREEMENT nor any obligation or liability imposed either directly or indirectly by or because of this AGREEMENT obligate LACFCD to expend any monies in excess of the amounts indicated within this Section.

2. ACTUAL COSTS shall consist of and be limited to actual costs incurred at said PARKS AND TRAILS for trails maintenance, grounds maintenance, building maintenance, utilities, lifeguards, and safety police and shall include currently applicable percentages added to salary, wage, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The estimated Fiscal Year 2011-12 costs for each facility are as follows:

Bonelli Park	\$4,260,000
Peck Road Park	\$27,000
Park Trails	\$613,000

3. LACFCD'S obligation to reimburse COUNTY for any ACTUAL COSTS incurred during the term of this AGREEMENT at BONELLI PARK (hereinafter referred to as BONELLI COSTS), is contingent upon COUNTY'S renewal of the lease relating to BONELLI PARK, attached hereto as Exhibit 1. In no event shall LACFCD have any obligation whatsoever to reimburse COUNTY for any BONELLI COSTS unless and until COUNTY renews said lease.

4. COUNTY shall provide the required labor, equipment, and materials for the operation and maintenance of PARKS AND TRAILS in accordance with standard DEPARTMENT practices during the term of this AGREEMENT.

5. COUNTY shall keep accurate and up-to-date records of all expenses incurred relative to any ACTUAL COSTS for which COUNTY is reimbursed by LACFCD pursuant to this AGREEMENT. The books and records of the DEPARTMENT will be available upon reasonable notice for review by LACFCD staff. DEPARTMENT shall retain operating and fiscal records for a minimum of four (4) years following the termination of this AGREEMENT.

6. COUNTY shall invoice LACFCD on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., trail maintenance, building maintenance, utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the Director of DEPARTMENT, or its designee, certifying that all costs billed to LACFCD are appropriate and proper expenditures under Section 2, Provision 15, of the Los Angeles County Flood Control Act.

7. Quarterly invoices prepared by DEPARTMENT are to be submitted to LACFCD at the following address:

Department of Public Works
P.O. Box 7508
Alhambra, CA 91803-7508
Attention Fiscal Division - Accounts Payable

8. The term of this AGREEMENT shall be for one (1) year beginning July 1, 2011, and ending June 30, 2012.

9. In executing this AGREEMENT, the LACFCD is merely providing funding for the preservation of existing recreational features at COUNTY PARKS AND TRAILS. Consistent with the nature of this AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither LACFCD, nor any officer or employee of LACFCD, shall be liable for any damage, cost, or expense, which relates to, arises out of, or is in any way connected with this AGREEMENT or with any of the PARKS for which funding is herein provided as a result of this AGREEMENT.

10. COUNTY agrees to indemnify, defend, and save LACFCD, its agents, officers, and employees, harmless from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses, and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this AGREEMENT, the execution of this AGREEMENT by the parties hereto, or the ownership, control, operation, and/or maintenance, including any acts or omissions relating thereto, of any of the PARKS AND TRAILS, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this 10th day of January, 2012.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By 
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

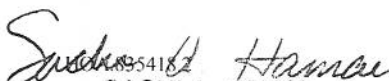
ANDREA SHERIDAN ORDIN
County Counsel


Deputy

ADOPTED
BOARD OF SUPERVISORS

31

JAN 10 2012


SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES,
a body corporate and politic

By 
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

I hereby certify that pursuant to
Section 26109 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

77721

FRANK G. BONELLI
REGIONAL PARK AND
RECREATION AREA
LEASE NO. 77722

LEASE OF FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA

This Lease is entered into this 10th day of January, 2012, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "LACFCD."

WHEREAS, the LACFCD is the owner of certain property known as Puddingstone Dam and Reservoir, hereinafter referred to as "PUDDINGSTONE RESERVOIR," generally located in the City of San Dimas; and

WHEREAS, COUNTY is the owner of certain property known as Frank G. Bonelli Regional Park and Recreation Area (hereinafter referred to as PARK), which is also located in the City of San Dimas and is adjacent to the PUDDINGSTONE RESERVOIR; and

WHEREAS, Section 2, Subsection 15, of the Los Angeles County Flood Control Act empowers the LACFCD to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to LACFCD properties, for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, LACFCD intends to enter an Agreement with COUNTY, to contribute funding, during the Fiscal Year 2011-12, for the preservation of recreational features at said PARK; and

WHEREAS, in order to facilitate said LACFCD funding for the preservation of recreational facilities at the PARK, and to comply with Section 2, Subsection 15, of the Los Angeles County Flood Control Act, COUNTY and LACFCD are willing to execute a lease of the PARK.

NOW, THEREFORE, COUNTY and LACFCD, for and in consideration of the mutual benefits, covenants, and Agreements set forth herein, do hereby agree as follows:

1. Leased Premises

The COUNTY hereby leases to the LACFCD, those parcels of land, which are part of the PARK, as shown on the map identified as Exhibit A, attached hereto and made a part hereof.

EXHIBIT 1

2. Term

The term of this Lease shall be for one (1) year beginning July 1, 2011, and ending June 30, 2012.

3. Consideration

As consideration for this Lease, LACFCD shall provide partial funding for certain operational and maintenance costs of existing recreational features at the PARK. The terms of the funding are set forth in the FUNDING AGREEMENT REGARDING PRESERVATION OF RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA, PECK ROAD PARK, AND VARIOUS HIKING AND EQUESTRIAN TRAILS between the LACFCD and the COUNTY (hereinafter referred to as the AGREEMENT).

4. Purpose

The sole purpose of this Lease is to enable LACFCD to provide funding for the preservation of recreational features related to the scenic beauty and natural environment at the PARK and the PUDDINGSTONE RESERVOIR. It is not the intention of the LACFCD to use or occupy the leased premises or to perform the actual maintenance thereof.

5. Assignment of Lease

LACFCD agrees with regard to any rights obtained pursuant to this Lease, not to sublease, or grant any license to use or occupy any portion of the PARK, except to the State of California or a nonprofit corporation, which has been granted 501(C)(3) charitable status by the Internal Revenue Service. In addition, this Lease is not assignable.

6. Indemnification

COUNTY agrees to indemnify, defend, and save harmless LACFCD, its agents, officers, and employees, from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this Lease or the ownership, control, operation and/or maintenance, including any acts or omissions relating thereto, of any of the PARK, including any and all facilities, structures, natural conditions, improved conditions and hybrid natural and artificial conditions located thereon.

EXHIBIT 1

7. Taxes

LACFCD shall not be liable for any and all taxes and/or assessments levied upon the PARK. COUNTY agrees that pursuant to paragraph 6 hereof, the COUNTY shall indemnify, defend, and save LACFCD harmless from any and all such taxes and assessments.

8. Notices

All notices by either party to the other shall be sent to the other party at the addresses below.

COUNTY - Executive Office
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

LACFCD - Los Angeles County Department of Public Works
Survey/Mapping and Property Management Division
900 South Fremont Avenue
Alhambra, CA 91803-1331

/

EXHIBIT 1

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by and through their respective duly authorized officers.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

COUNTY OF LOS ANGELES,
a body corporate and politic


By 
Chair, Board of Supervisors

By 
Chair, Board of Supervisors



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

By 
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

I hereby certify that pursuant to
Section 25100 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES


SACHI A. HAMAI
EXECUTIVE OFFICER

777722